


APPENDIX A

MOA, Letters and Related Documents

MEMORANDUM OF AGREEMENTS (MOA)

Since publication of the Draft SEIS, the following MOA addressing wetland mitigation was signed.

	Illinois Department of Transportation Division of Highways / District 1 201 West Center Court / Schaumburg, Illinois / 60196-1096 Telephone 847/705-4000	OFFICE OF PROGRAMS RECEIVED APR 27 2001
Programming Interstate 355 South Extension Wetland Mitigation		
March 20, 2001		DISTRICT #1
Mr. Michael Pasteris Director Will County Forest Preserve District 22606 South Cherry Hill Road P.O. Box 1069 Joliet, IL 60434-1069		
Dear Mr. Pasteris:		
<p>This letter describes the roles and responsibilities of the Forest Preserve District of Will County (the District), the Illinois Department of Transportation (the Department) and the Illinois State Toll Highway Authority (the Authority); in carrying out the wetland mitigation required as a result of the construction of Interstate 355 from Interstate 55 to Interstate 80. Due to various State and Federal requirements, this project is going to require 24.75 acre credits of wetland compensation.</p>		
<p>The Authority has already reestablished historic drainage patterns to the Lockport Prairie, which is under the jurisdiction of the District. This activity provides 3.75 acre credits of wetland compensation.</p>		
<p>The Authority has also acquired a 40 acre parcel for wetland mitigation for eventual transfer to the District as part of the Spring Creek Greenway. This parcel is expected to provide approximately 16.5 acre credits of wetland compensation. Either the Department or the Authority pursuant to a plan approved by the District will perform the wetland compensation on this parcel. The Department or the Authority will prepare plans for at least 4.50 acre credits of wetland compensation on District's remaining parcels in the Spring Creek Greenway. Plans for this work will also be approved by the District before any work is commenced.</p>		

9/5/01

Mr. Michael Pasteris
March 20, 2001
Page Two

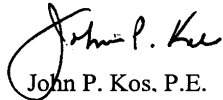
In consideration of the District providing land for the additional 4.50 acres of wetland compensation, either the Department or the Authority agrees to design and construct the Spring Creek Greenway Trail within the wetland mitigation project area. Plans for this work will be approved by the District before any work is commenced.

The Department will work cooperatively with the District and review the feasibility of creating additional wetland acreage to serve as a regional bank for Department projects. In the event that a wetland bank is created, a portion of the credits attributable to the bank would be made available to the District. The U.S. Army Corps of Engineers, Chicago District, and the Illinois Department of Natural Resources will need to approve the construction of a wetland bank.

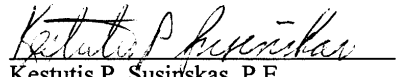
The parties mutually acknowledge and agree that this letter is intended to set forth only a general outline of the transactions described herein and to provide the basis for negotiating an Intergovernmental Agreement at a later date; the intent being that the parties should only be bound upon the execution and delivery of an Intergovernmental Agreement.

Please sign and return the original copy of this letter showing your concurrence in its contents. If you have any questions or need additional information, please contact me or Patrick J. Pechnick, Bureau Chief of Programming, at (847) 705-4393.

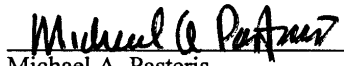
Very truly yours,


John P. Kos, P.E.
District Engineer

Concur:


Kestutis P. Susinskas, P.E.
Chief Engineer
Illinois State Toll Highway Authority

Concur:


Michael A. Pasteris
Director
Forest Preserve District of Will County

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NORTH-SOUTH TOLLWAY

ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

AND

THE FOREST PRESERVE DISTRICT OF WILL COUNTY

This ADDENDUM to an AGREEMENT, dated 11 April 1996, by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter referred to as the "AUTHORITY") and the FOREST PRESERVE DISTRICT OF WILL COUNTY, a body corporate and politic (hereinafter referred to as "DISTRICT"), is made and entered into this 8th day of March, 2001.

WITNESSETH:

WHEREAS, the AGREEMENT dated 11 April 1996 (a copy of which is attached hereto as Exhibit "A"), between the DISTRICT and the AUTHORITY expired on 11 April 1999; and

WHEREAS, the expiration of the agreement was caused through no fault of the parties thereto; and

WHEREAS, both the DISTRICT and the AUTHORITY desire to extend the agreement and all of the terms therein for an additional period to allow the AUTHORITY to construct the NORTH-SOUTH TOLLWAY SOUTH EXTENSION (the "EXTENSION") and to allow the DISTRICT to comply with the 4 f requirements for the property of the DISTRICT taken for the construction of the EXTENSION; and

WHEREAS, the DISTRICT, by virtue of its powers as set forth in 60 ILCS 805/001, et seq., and the AUTHORITY, by virtue of its powers set forth in "AN ACT in relation to the construction, operation and maintenance of a system of toll highways, etc." 605 ILCS 10/1, et seq. are authorized to enter into this ADDENDUM; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized and encouraged by Article VII, Section 10 of the Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1, et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

That the AGREEMENT, dated 11 April 1996, by and between the AUTHORITY and the DISTRICT is extended for a period of 5 years and shall terminate on April 11, 2004, unless otherwise agreed to by the parties.

That all other terms and conditions of the AGREEMENT, dated 11 April 1996, by and between the parties shall remain in full force and effect.

WITNESS WHEREOF, the parties have executed the AGREEMENT on the date first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By: [Signature]

ATTEST:

By: [Signature]
Assistant Secretary

Date: 5-11, 2001

APPROVED:

By: [Signature]
Chief Engineer

FOREST PRESERVE
DISTRICT OF WILL COUNTY

By: [Signature]
President

By: [Signature]
Secretary

Date March 8, 2001

APPROVED AS TO FORM AND CONSTITUTIONALITY

James E. Ryan By P.E.D.
Attorney General, State of Illinois

**NORTH-SOUTH TOLLWAY
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE FOREST PRESERVE DISTRICT OF WILL COUNTY**

This AGREEMENT is made and entered into this 11th day of April, 1995,
by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality
and administrative agency of the State of Illinois (hereinafter referred to as the
"AUTHORITY") and the FOREST PRESERVE DISTRICT OF WILL COUNTY, a body
corporate and politic (hereinafter referred to as "DISTRICT").

WITNESSETH:

WHEREAS, the DISTRICT, by virtue of its powers as set forth in 70 ILCS 805/001,
et seq., and the AUTHORITY, by virtue of its powers as set forth in "AN ACT in relation to
the construction, operation, regulation, and maintenance of a system of toll highways, etc."
605 ILCS 10/1, et seq. are authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such
an Agreement is authorized and encouraged by Article VII, Section 10 of the Constitution

and the "Intergovernmental Cooperation Act", 5 ILCS 220/1, et seq.);

WHEREAS, the AUTHORITY is undertaking the construction of the FAP 340 North-South Tollway (I-355) extension in Will and other Counties, generally extending the existing North-South Tollway from I-55 to I-80, (hereinafter referred to as the "Toll Highway") through DuPage, Cook and Will Counties, and specifically upon areas of the DISTRICT's Keepataw Forest Preserve property; and

WHEREAS, the DISTRICT is desirous of completing their bikeway and trail system and obtain access across the DesPlaines River to the Keepataw Forest Preserve. The DISTRICT has requested the AUTHORITY to construct the temporary access bridge across the DesPlaines River as a permanent structure for DISTRICT use for maintaining and operating the trail system; and

WHEREAS, pursuant to a letter of understanding between the AUTHORITY and the DISTRICT dated August 9, 1995 (a ~~true~~ and accurate copy of which is attached hereto), Authority Contracts CIP-93-701, CIP-93-705 and CIP-93-706 (herein after referred to as "PROJECT") include construction of the following improvements (as shown on the approved plans and detailed in said letter of understanding), which impact DISTRICT property:

1. Construction of a high level bridge for AUTHORITY's mainline;

2. Construction of a low level bridge and haul road for construction purposes;
3. Construction of box culverts on either side of Spring Creek; and
4. Construction of a Toll Highway wetland mitigation in accordance with the Environmental Impact Statement.

WHEREAS, pursuant to said letter of understanding, the DISTRICT and the AUTHORITY have entered into the following commitments in connection with the construction of the AUTHORITY's Toll Highway:

- TRANSPORT
1. The AUTHORITY will purchase and turn over to the DISTRICT and the DISTRICT will accept fee title to approximately 29 acres (commonly known as the "Lockport Prairie East" Site) as replacement property for the LAWCON property being impacted by the PROJECT;
 2. The AUTHORITY will honor the commitments made in the Supplemental Environmental Impact Statement with regard to the reforestation of approximately 16,500 trees on a 60 acre tract owned and selected by the DISTRICT with concurrence from the AUTHORITY;
 3. The AUTHORITY will turn over to the DISTRICT and the DISTRICT will accept fee title to approximately 25 acres of PROJECT related
- SPRING CREEK
CONSTRUCTION

compensatory wetlands (commonly known as the "Spring Creek Wetland Mitigation Site"). The AUTHORITY'S wetland design will accommodate a 100 foot border;

4. The AUTHORITY will turn over to the DISTRICT and the DISTRICT will accept fee title to the said low level bridge and haul road after proper inspections and agreed to repairs have been made. All future maintenance associated with both the bridge and haul road shall be the DISTRICT's responsibility, except as otherwise provided in Section VI of this Agreement.

WHEREAS, the AUTHORITY and the DISTRICT are desirous of honoring the commitments contained in said letter of understanding and formalizing those commitments, duties and responsibilities in this Agreement, ~~and~~

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

1. The AUTHORITY agrees at PROJECT Expense to perform preliminary and final design, obtain necessary surveys, and prepare final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the

AUTHORITY shall submit the plans and specifications to the DISTRICT for review and comment at the following stages of plan preparation:

1. Concept
 2. 40% Complete (Preliminary)
 3. 95% Complete (Pre-final)
 4. Final
2. The DISTRICT shall be provided with the plans and specifications for the box culverts, the low level bridge and haul road and shall review these plans within 21 days of receipt thereof. After review, at each stage, the DISTRICT will send a letter to the AUTHORITY indicating its comments, or will notify the AUTHORITY in writing of its disapproval. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the AUTHORITY.
3. Any dispute concerning plans shall be resolved in accordance with Section VII.
4. The final approved plans and specifications for the PROJECT (hereinafter referred to as the "Plans and Specifications") shall be promptly delivered to the DISTRICT by the AUTHORITY.

5. The AUTHORITY agrees to assume the overall PROJECT responsibility of assuring that all permits (Corps of Engineers, Division of Water Resources, Metropolitan Water Reclamation District, Federal Aviation Administration, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the parties hereto in support of general project schedules and deadlines.

Both parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed in the PROJECT.

II. RIGHT-OF-WAY

1. The AUTHORITY shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) replacement property, said wetland property, low level bridge and haul road, and property necessary for the construction of the PROJECT pursuant to the Plans and Specifications.
2. Property acquired for the DISTRICT shall be acquired in the name of the

AUTHORITY free and clear of all liens and encumbrances shall be conveyed by the AUTHORITY to the DISTRICT promptly after acquisition thereof by the AUTHORITY.

3. The AUTHORITY, at AUTHORITY expense, except as otherwise provided in Section V of this Agreement, shall acquire all necessary right-of-way (both permanent and temporary) for the construction of the PROJECT, wetland and LAWCON replacement property, pursuant to the approved Plans and Specifications.

Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiators, appraisals, title evidence, relocation assistance and payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way.

4. Except as otherwise provided herein, the AUTHORITY has not consented in this Agreement to the transfer of any interest in AUTHORITY property or right-of-way which the AUTHORITY deems necessary for the maintenance and operation of its Toll Highway system.

5. The AUTHORITY shall acquire in fee and transfer, to the DISTRICT, Parcel

Numbers NS-705-019 and NS-705-020, the property commonly referred to as "Lockport Prairie East" and Parcel Number NS-706-048, referred to as the "Spring Creek Wetland Mitigation Site" associated with the PROJECT, a copy of the plats and legal descriptions are attached hereto as Exhibit "A", and made a part thereof.

6. The DISTRICT shall grant permanent and temporary easements to the AUTHORITY for parcels NS-701-006.1PE, NS-701-006.2PE, NS-701-006.3TE, NS-701-006.4TE, NS-701-006.5TE, NS-701-006.6TE, and NS-701-006.7TE a copy of the plats and legal descriptions are attached hereto as Exhibit "A".
7. The DISTRICT agrees to assume full jurisdiction over and maintenance of the Spring Creek Wetland Mitigation Site created as part of the AUTHORITY'S fulfillment of the Environmental Impact Statement, after the items of the Section 404 permit are met by the Authority and final approval is given to the Authority by the U.S. Army Corp. of Engineers.
8. Upon completion of the PROJECT, the AUTHORITY will convey its interest and rights in the low level bridge, haul road and pedestrian culverts to the DISTRICT, and the DISTRICT agrees to assume full jurisdiction over and maintenance responsibility for the haul road, low level bridge and pedestrian culverts constructed by the AUTHORITY, except as provided in Section VI herein. The AUTHORITY

agrees to conduct a joint inspection of the low level bridge, haul road and pedestrian culverts to ascertain whether they are in good structural condition and to make repairs thereto, if necessary, prior to transferring them to the DISTRICT. Thereafter, the AUTHORITY will have no further responsibility for the maintenance and operation of the haul road and pedestrian culverts, except as provided in Section VI herein. The DISTRICT shall indemnify and hold the AUTHORITY harmless from any and all claims, disputes, expenses, costs, losses, cases of actions or suits arising out of the DISTRICT's use and operation of the haul road, low level bridge and pedestrian culverts.

- 8a. Upon completion of the PROJECT, the AUTHORITY shall have no further right, title or interest in the haul road, low level bridge and pedestrian culverts except the AUTHORITY shall retain a right-of-entry in and to the haul road and low level bridge for the purpose of emergency access to and/or routine maintenance and inspection of the Toll Highway. In the event the AUTHORITY utilizes the low level bridge, or haul road, the AUTHORITY and DISTRICT agree to jointly perform an inspection of the bridge prior to and after use by the AUTHORITY. The AUTHORITY agrees to repair any damage caused by the AUTHORITY as determined by comparison of inspection records.

III. UTILITY RELOCATION

1. The AUTHORITY shall identify all adjustments to existing utilities necessitated by

the construction of the PROJECT as part of its PROJECT engineering responsibilities.

2. The AUTHORITY agrees to make arrangements and issue all permits for PROJECT required adjustments to utility facilities located on existing AUTHORITY rights-of-way, and on proposed AUTHORITY rights of way which are outside areas of DISTRICT jurisdiction where improvements to AUTHORITY facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.
3. At locations where utilities are located on DISTRICT right-of-way and must be adjusted due to work proposed by the AUTHORITY, the AUTHORITY agrees to make arrangements with the utility and issue all permits for the requisite adjustment(s) at no cost to the DISTRICT. The AUTHORITY agrees to reimburse and/or credit the DISTRICT for any and all costs the DISTRICT may incur in causing the afore described utility(ies) to be adjusted.

IV. CONSTRUCTION

1. The AUTHORITY shall advertise and receive bids, award the contract(s), provide engineering inspections for and cause the PROJECT to be constructed in accordance with the Plans and Specifications.

2. The AUTHORITY shall provide fifteen (15) days written notice to the DISTRICT prior to commencement of work on the PROJECT.
3. The AUTHORITY shall require that the DISTRICT, the DISTRICT's agents and employees be included as additional insured parties in all insurance AUTHORITY requires of its contractor(s) and that the DISTRICT will be added as an additional protected party on all performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the Superintendent of Planning and Development of the DISTRICT prior to commencement of construction. This requirement shall be included in the special provisions of the construction contract.
4. The DISTRICT and its authorized agents shall have all reasonable rights of inspection (including prefinal and final inspection) and access to construction inspection records during the progress of the work on the TOLL HIGHWAY as it affects the DISTRICT. The DISTRICT shall assign personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT affecting the DISTRICT property, and will deliver written notices to the Chief Engineer of the AUTHORITY identifying, by name, each such DISTRICT representative and his or her corresponding contract or area of responsibility. AUTHORITY notices concerning the work will be given to the duly designated DISTRICT representative(s).

No inspections, or approvals of the specifications or the work, by the DISTRICT or its employees or agents shall relieve the AUTHORITY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the AUTHORITY; and AUTHORITY inspection and approvals shall not be considered a waiver of any right the DISTRICT may have pursuant to this Agreement. All DISTRICT communications and correspondence with the AUTHORITY's contractors or relating to a contract shall be through the AUTHORITY, unless otherwise specifically approved by the Chief Engineer of the AUTHORITY. In the event the DISTRICT representative discovers DISTRICT related work that is not being performed or has not been performed in accord with the Plans and Specifications, he shall promptly notify the Chief Engineer of the AUTHORITY or the Chief Engineer's duly designated representative, thereof.

5. The AUTHORITY shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DISTRICT, and the DISTRICT shall make an inspection thereof not later than seven (7) days after notice thereof. At the request of the DISTRICT, the AUTHORITY representative shall join in such inspection. In the event said inspections or joint inspection disclose work that does not conform to the final Plans and Specifications, the DISTRICT's representative shall give immediate verbal notice to the AUTHORITY's representative of any deficiency, and shall thereafter deliver, within

five (5) working days, a written list identifying such deficiencies to the Chief Engineer of the AUTHORITY. The Chief Engineer shall determine if the list of work is in fact deficient and his determination shall be final. Work determined deficient shall be subject to joint reinspection upon completion of corrective work.

The above notwithstanding, the DISTRICT's failure to identify work not performed in accordance with the Plans and Specifications by the date the AUTHORITY makes final payment to its PROJECT contractor, shall be deemed a waiver by the DISTRICT of any rights, actions and remedies the DISTRICT may have against the AUTHORITY for said work.

V. FINANCIAL

1. The AUTHORITY agrees to pay all engineering, right-of-way and construction costs for the PROJECT subject to reimbursement by the DISTRICT as hereinafter stipulated.
2. It is understood and agreed by and between the parties hereto that the DISTRICT's financial responsibilities for the PROJECT shall be limited to participation to the extent and provided for in Section V, paragraph 3.
3. Either the DISTRICT or the AUTHORITY may request, after the construction

contract(s) are let by the AUTHORITY, that supplemental work that increases the total cost of the PROJECT or more costly substitute work be added to the construction contract(s) and the AUTHORITY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. However, the party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work, in addition to the costs otherwise provided in this Agreement to be paid by that party.

4. The DISTRICT grants to the AUTHORITY the permanent right of ingress/egress and use of land in which the DISTRICT has an interest within the proposed PROJECT corridor right-of-way, and temporary easement within the areas encompassed by the temporary construction easement, as described herein Exhibit "A". Access to DISTRICT property outside said easements by the AUTHORITY or AUTHORITY Contractor shall be gained through application for a Special Use Permit from the DISTRICT for each occurrence. The DISTRICT shall promptly review and consider each application for a Special Use Permit submitted by the AUTHORITY or AUTHORITY's Contractor and will not unreasonably deny any such applications, as long as the AUTHORITY restores any property damaged by the AUTHORITY to its predamaged condition.

VI. MAINTENANCE

A. DEFINITIONS

1. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping a facility in good and sufficient repair (including reconstruction thereof when needed) at all times to facilitate the convenient flow of traffic and so as not to endanger any of the facilities of either of the parties hereto, and shall include preservation of the structural integrity of the original facility and subsequent improvements, perpetuation of ground cover on embankment slopes, removal of dirt and debris, and mowing and care of vegetation where necessary.

B. General Maintenance Provisions

1. During construction, the DISTRICT shall continue to maintain all portions of the PROJECT within the DISTRICT's jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
2. Upon completion of the PROJECT it is agreed that the maintenance responsibilities therefore shall be divided between the AUTHORITY and the

DISTRICT as follows:

- a. The AUTHORITY shall maintain the high level bridge and drainage system for the Toll Highway.
 - b. The AUTHORITY shall maintain the low level bridge below the top flange of the structural beams and girders. During maintenance and use of the low level bridge, the AUTHORITY shall close said bridge to use by others. The AUTHORITY shall provide at least 48 hour advance notice to the DISTRICT in case of bridge closures for maintenance.
 - c. The DISTRICT shall maintain the low level bridge complete deck and wearing surface above the structural beams and girders, the guardrail and fencing.
 - d. The DISTRICT shall maintain box culverts located on either side of Spring Creek.
3. All items of construction which are stipulated in this Agreement to be maintained by the DISTRICT shall, upon completion of construction, and

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B. General Maintenance Provisions

1. During construction, the DISTRICT shall continue to maintain all portions of the PROJECT within the DISTRICT's jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
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- a. The AUTHORITY shall maintain the high level bridge and drainage system for the Toll Highway.
 - b. The AUTHORITY shall maintain the low level bridge below the top flange of the structural beams and girders. During maintenance and use of the low level bridge, the AUTHORITY shall close said bridge to use by others. The AUTHORITY shall provide at least 48 hour advance notice to the DISTRICT in case of bridge closures for maintenance.
 - c. The DISTRICT shall maintain the low level bridge complete deck and wearing surface above the structural beams and girders, the guardrail and fencing.
 - d. The DISTRICT shall maintain box culverts located on either side of Spring Creek.
3. All items of construction which are stipulated in this Agreement to be maintained by the DISTRICT shall, upon completion of construction, and